


BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY


Louis La Torre
Social Services
Director

Meeting Date: 11/17-11/18/04

Division: Community Services

Bulk Item: Yes X No

Department: Social Services/Nutrition

AGENDA ITEM WORDING:

Approval of Amendment to Agreement between G.A. Food Service and the Monroe County Nutrition Program to renew contract for one additional year, January 1, 2005 – December 31, 2005. (This contract to also include services to Bayshore Manor; pursuant to the "piggybacking" Procedure specified in the Monroe County BOCC Purchasing Policy , October 2000. This provides that other governmental entities may take advantage of the pricing received through a competitively awarded bid.)

ITEM BACKGROUND:

Contract signed by the Board of County Commissioners on December 18, 2002. Contract provides for contract renewal option of one or two more years. This is the second year renewal. Actual price of meal is \$2.85, which represents a 5% increase over the previous year. The reasons for the increase are: higher transportation costs from gasoline hikes; increase in costs of meats and dairy products because of environmental clean-up requirements, and higher prices for fruits and vegetables because of effects of hurricanes and storms in agricultural areas. Since the costs were not increased last year, this represents an actual change of 2 1/2% each year.

PREVIOUS RELEVANT BOCC ACTION:

The Board of County Commissioners granted approval and authorized execution of initial Contract for food service with G.A. Foods in December 2002 for January – December 2003. The BOCC approved a one-year contract renewal on December 18, 2003.

CONTRACT/AGREEMENT CHANGES:

Price per meal increases 5%, or \$0.14 from \$2.71 per meal , exercising a one-year renewal option.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$177,370.00

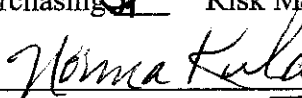
BUDGETED: Yes X No

COST TO COUNTY: Grant Funded **SOURCE OF FUNDS** Older Americans Act Grant

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty ✓ OMB/Purchasing ✓ Risk Management ✓

DIVISION DIRECTOR APPROVAL:


Norma Kula

ACTING DIVISION DIRECTOR

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # F17

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: G.A. Food Service, second Effective Date: 01/01/05
year renewal option Contract Amendment

Expiration Date: 12/31/05

Contract Purpose/Description: Provides food service for Monroe County Nutrition Program
Congregate (Meal Site) and Home-Delivered Meals.

Contract Manager: Louis LaTorre 4572 Social Services/Nutrition Program
 (Name) (Ext.) (Department)

for BOCC meeting on 11/17-11/18/04 Agenda Deadline: 11/02/04

CONTRACT COSTS

Total Dollar Value of Contract: \$177,370 Current Year Portion: \$168,924

Budgeted? Yes ☒ No ☐ Account Codes: 125-61531-04-33162OH-

Grant: \$ 125-61532-04-33162OH-

County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|-------------------|-----------------|---|-----------------------|-----------------|
| Division Director | <u>11/2/04</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>Norma Kala</u> | <u>11/2/04</u> |
| Risk Management | <u>11-2-04</u> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <u>M. Daniels</u> | <u>11-2-04</u> |
| O.M.B./Purchasing | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>Shirley Barker</u> | <u>11/2/04</u> |
| County Attorney | <u>11/01/04</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>S. Hutton</u> | <u>11/01/04</u> |

Comments:

AMENDMENT TO AGREEMENT**Monroe County Nutrition Program**

THIS AMENDMENT made this 17th day of November, 2004, by and between the Board of County Commissioners of Monroe County, Florida, a body corporate and politic existing under the laws of the State of Florida, hereinafter called the Sponsor, and GA Food Service, Inc., a Florida corporation whose mailing address is 12200 32nd Court North, St. Petersburg, Florida, hereinafter called the Caterer.

WITNESSETH

WHEREAS, the parties hereto did enter into an agreement dated December 18, 2002 for the provision of meals for the Monroe County Nutrition Program Congregate and Home-Delivered Meals operated by Monroe County; and

WHEREAS, said agreement provided an option to the Sponsor to renew the contract twice, each time for an additional year; and

WHEREAS, the Sponsor has elected to exercise said option for the benefit of the Monroe County Nutrition Program; now, therefore,

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

1. The Sponsor elects to renew the contract for an additional year pursuant to the contract entered into on December 18, 2002.
2. The effective date of this amendment is January 1, 2005 and shall extend through December 31, 2005.
3. Paragraph 10 of the contract, entered into December 18, 2002, shall be amended to provide for the cost per meal to be: \$2.85 for the period covered by this amendment
4. GA Food Service shall provide evidence of insurance which names the Board of County Commissioners (BOCC) as additional insured for the year 2005.
5. All other terms and conditions of the contract dated October 13, 1999, as previously amended shall remain in full force and effect.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDABy: _____
Deputy ClerkBy: _____
Mayor/Chairman

(SEAL)

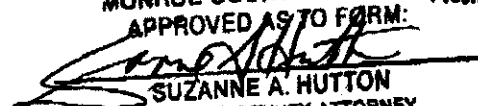
Attest:

GA FOOD SERVICE, INC.

By: _____
SecretaryBy: _____
President

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:


 SUZANNE A. HUTTON
 ASSISTANT COUNTY ATTORNEY
 Date 11/01/04

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

LaTorre 11/20/03
Acting Department Head

Louis La Torre
Social Services
Director

Meeting Date: 12/17-12/18/03

Division: Community Services

Bulk Item: Yes X No

Department: Social Services/Nutrition

AGENDA ITEM WORDING:

Approval of Amendment to Agreement between G. A. Food Service and the Monroe County Nutrition Program to renew contract for one additional year January 1, 2004-December 31, 2004.

ITEM BACKGROUND:

Contract signed by the Board of County Commissioners on December 18, 2002. Contract provides for contract renewal option of one or two more years. This will be the first year renewal. Actual price of meal is \$2.71, which maintains the meals at the original contract price.

PREVIOUS RELEVANT BOCC ACTION:

The Board of County Commissioners granted approval and authorized execution of initial Contract for food service with G.A. Foods in December 2002, for January-December 2003.

CONTRACT/AGREEMENT CHANGES:

Price per meal remains the same as last year, \$2.71 per meal.
Exercising a one-year renewal option.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$168,924 BUDGETED: Yes X No

COST TO COUNTY: Grant Funded SOURCE OF FUNDS Older Americans Act Grant

REVENUE PRODUCING: Yes No X AMOUNT PER MONTH Year

APPROVED BY: County Atty ✓ OMB/Purchasing ✓ Risk Management ✓

DIVISION DIRECTOR APPROVAL:

J. Malloch
J. Malloch

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: G.A. Food Service, first year Effective Date: 01/01/04
renewal option Contract Amendment

Expiration Date: 12/31/04

Contract Purpose/Description: Provides food service for Monroe County Nutrition Program
Congregate (Meal Site) and Home-Delivered Meals.

Contract Manager: Louis LaTorre
 (Name)

4572
 (Ext.)

Social Services/Nutrition Program
 (Department)

for BOCC meeting on 12/17/-12/18/03

Agenda Deadline: 12/02/03

CONTRACT COSTS

Total Dollar Value of Contract: \$168,924

Current Year Portion: \$160,880

Budgeted? Yes ☒ No ☐

Account Codes: 125-61531-04-33162OH-530340

Grant: \$

125-61532-04-33162OH-530340

County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr
 (Not included in dollar value above)

For: _____
 (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|-------------------|-----------------|---|----------------------------------|-----------------|
| Division Director | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>De. Murphy for Jim McEach</u> | <u>11/21/03</u> |
| Risk Management | <u>11/21/03</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>Bill Gunka</u> | <u>11/21/03</u> |
| O.M.B./Purchasing | <u>11/24/03</u> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <u>JAHO</u> | <u>11/24/03</u> |
| County Attorney | <u>11/17/03</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>S. Smith</u> | <u>11/18/03</u> |

Comments: OMB: Needs Public Entity crime statement and Ethics Clause corrected
11/24/03

AMENDMENT TO AGREEMENT
Monroe County Nutrition Program

THIS AMENDMENT made this 17th day of December, 2003, by and between the Board of County Commissioners of Monroe County, Florida, a body corporate and politic existing under the laws of the State of Florida, hereinafter called the Sponsor, and GA Food Service, Inc., a Florida corporation whose mailing address is 12200 32nd Court North, St. Petersburg, Florida, hereinafter called the Caterer.

WITNESSETH

WHEREAS, the parties hereto did enter into an agreement dated, December 18, 2002 for the provision of meals for the Monroe County Nutrition Program Congregate and Home-Delivered Meals operated by Monroe County; and

WHEREAS, said agreement provided an option to the Sponsor to renew the contract twice, each time for an additional year; and

WHEREAS, the Sponsor has elected to exercise said option for the benefit of the Monroe County Nutrition Program; now, therefore,

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

1. The Sponsor elects to renew the contract for an additional year pursuant to the contract entered into on December 18, 2002,
2. The effective date of this amendment is January 1, 2004 and shall extend through December 31, 2004.
3. Paragraph 10 of the contract, entered into December 18, 2002, shall remain the same to provide for the cost per meal to be \$2.71 for the period covered by this amendment.

All other terms and conditions of the contract dated December 18, 2002, as previously amended shall remain in full force and effect.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Gabele C. De Santis
Deputy Clerk

By: H. J. M. Spelman
Mayor/Chairman

(SEAL)
Attest:

GA FOOD SERVICE, INC.

By: [Signature]
Secretary

By: [Signature]
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

[Signature]
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/18/03

DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

2004 JAN -6 PM 1:15

FILED FOR RECORD

ATTACHMENT 7.
PUBLIC ENTITY CRIME STATEMENT

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

ATTACHMENT 8.

ETHICS STATEMENT

(THIS MUST BE COMPLETED, NOTARIZED, and INCLUDED IN THE BID PACKET)

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

G.A. FOOD SERVICE, INC. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

G.A. FOOD SERVICE, INC.

By: _____

(signature)

James J. LoBianco, as President

Date: 11/21/02

STATE OF FLORIDA

COUNTY OF PINELLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, for G.A. Food Service, Inc.

James J. LoBianco, as President who, after first being sworn by me, affixed his/her

signature (name of individual signing) in the space provided above on this 21st day of

November, 2002 ~~XXXXXX~~

NOTARY PUBLIC

My commission expires: April 8, 2005

OMB - MCP FORM #4

Jenny Lopez-Coombs
Jenny Lopez-Coombs



Jenny Lopez-Coombs
My Commission DD016039
Expires April 08, 2005

CONTRACT (AGREEMENT)
FOR FOOD SERVICE

This AGREEMENT made this 18th day of December, 2002, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, Hereinafter called the SPONSOR and GA Food Service, Inc. a corporation who's mailing address is 12200 32nd Court N. St. Petersburg, FL 33716 hereinafter called the PROVIDER.

WITNESSETH:

Whereas, the SPONSOR desires to utilize the food preparation facilities of the PROVIDER, for the purpose of providing meals for senior citizens participating in the Older Americans Act Title III-C, Nutrition Program, hereinafter called the NUTRITION PROGRAM, the PROVIDER is willing to provide for said services upon the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations to be performed by the respective parties hereunder, the parties hereby agree and undertake as follows:

1. The PROVIDER hereby agrees to furnish meals, in accordance with Attachments of this Agreement and at the prices therein specified, to citizens participating in the Older Americans Act Title III-C, Nutrition Program, such meals to be furnished at each of the Congregate Sites in Key West, Big Pine Key, Marathon, and Plantation Key.
2. The SPONSOR agrees to reimburse the PROVIDER for meals served according to the aforesaid/agreed upon schedule, payment to be made to the PROVIDER no more than thirty (30) days after the receipt by the SPONSOR of the PROVIDER'S claim. Claims for reimbursement shall be rendered as promptly as practical after the 10th day of each month. It is further agreed that the PROVIDER shall supply to the SPONSOR, Nutrition Program, with the number of meals also to serve the In-Home Services Program.
3. The meals to be supplied by the PROVIDER pursuant to this Agreement are to be in accordance with Attachments B, C, and D. The PROVIDER may, upon request of the SPONSOR, make substitutions for the items on the regular menu, according to the terms specified herein.

4. It is agreed that the SPONSOR must inform the PROVIDER of individual service site orders no later than Friday two weeks prior to the delivery date.

It is further agreed that deliveries of frozen meals will be made to each designate meal site weekly.

5. It is agreed and understood that the number of meals, which the PROVIDER is obligated to provide, shall not exceed 50% above the maximum estimated number. If the SPONSOR desires to have the PROVIDER supply additional meals, the PROVIDER shall be notified accordingly, in advance. In such event, the PROVIDER may, but not be obligated to, furnish additional meals.

6. If additional services are requested by the SPONSOR, the Parties shall mutually negotiate for the additional services, including cost of supplying them to be paid to the PROVIDER.

7. The obligations of the provider under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by Monroe County, Florida and/or availability of funds through contract or grant programs.

8. A reasonable effort will be made by the PROVIDER to supply meals as agreed upon and the PROVIDER will be given thirty (30) days notice of the termination of the Agreement if meals are not provided as specified herein and in Attachments B, C, and D.

9. This Agreement shall continue in effect from January 1, 2003 to and including the 31st Day of December, 2003 at which time, the SPONSOR, will have the option to renew the Contract for one (1) year or two (2) more years.

10. SPONSOR and CATERER agree that \$ 2.71 per meal will be the price paid, with maximum payable under this contract to be 55,590 meals, and subject to the availability of funds.

11. This Agreement may be terminated by either party by providing written notice to the other party of its intention to do so thirty-(30) calendar days prior to said termination. This Agreement is not assignable to any person, firm, or corporation and sub-contracts shall not be entered into without the written approval of the SPONSOR

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

(SEAL)

ATTEST: Danny L. Kolhage, Clerk

By *Garnett Hancock*
Deputy Clerk

Board of County Commissioners
Of Monroe County, Florida

By *William M. Spelman*
Mayor/Chairman

(SEAL)

(Name of Food Service Provider)

G.A. FOOD SERVICES INC.

By *Karen A. LoBianco*
Secretary

By *James D. G. G...*
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY *Suzanne A. Hutton*
SUZANNE A. HUTTON

DATE *11/25/02*

Attachment A.
of Contract for Food Service, January 1, 2003

Annexed to and made part of the Agreement terminating December 31, 2003, between the Board of County Commissioners of Monroe County, and (Name of Food Service Provider), providing meals for Older Adults from Congregate Sites in Key West, Big Pine Key, Marathon, and Plantation Key, the following items are agreed to:

1. Insurance

- A. The Provider shall submit proof of all insurance's as stated in Attachment A-1

2. Inspection

The Monroe County Nutrition Program, Alliance for Aging, and Florida Department of Elder Affairs may inspect the food used in meals to determine compliance with all specifications and to reject food not meeting said specifications and that any food rejected for failure to meet specifications shall not be paid for by the Nutrition Program. In addition, Provider must submit to the Nutrition Program copies of all health inspection reports within seven (7) days of receipt.

3. Federal and State Regulations: State Licensing Standards

- A. To conform and comply with the requirements of Title III-C of Federal Regulations, Chapter 13, Part 1321, and all amendments thereof and the current edition of the "Department of Elder Affairs (DOEA) Manual Older Americans Act Program," and all amendments thereof; and any relevant regulations of the State of Florida Department of Elder Affairs.
- B. To comply with all applicable accrediting standards and any other standards or criteria established by the Florida Department of Children and Families Aging and Adult Services Program Office to assure quality of service.
- C. To comply with all federal, state, and local laws and regulations governing the preparing, handling, and transporting of food; and to procure and keep in effect, all necessary licenses, permits, and food handler's card, certifications, etc. as required.

4. Audit and Records

- A. To maintain financial records and reports of funds paid under the Contract and to submit reports to the Nutrition Program as requested.
- B. Upon request, the Provider must make available to the Nutrition Program or its authorized representatives; all records of Provider bearing upon food purchase, storage, and use of Government donated commodities.
- C. The Nutrition Program and other authorized representatives of the State

Attachment A, continued

Examiner, or Public Accountant and auditors of the Alliance for Aging, the Florida Departments of Elder Affairs, and/or Children and Families, and the United States General Accounting Office upon request, shall have access to all such records for audit and review at a reasonable time and place.

5. Retention of Records

- A. To retain all books, records, accounting records, and other documents relative to the Agreement for a period of five (5) years, after the date of submission of the final quarterly report of accountability for the budget year, and in the cases of audit exception, has been cleared or resolved to the satisfaction of the Department of Elder Affairs and the Federal Government.
- B. Records for non-expendable property acquired with federal funds shall be retained for 5 years after final disposition.
- C. Federal auditors, the Secretary and Comptroller General of the United States, the Departments of Elder Affairs and Children and Families, the Alliance for Aging, and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during such period.

6. Monitoring

- A. To permit the Nutrition Program, the Alliance for Aging, the Department of Elder Affairs, and Federal, State, and County personnel to monitor the food service program according to applicable regulations of the state and federal governments and to audit and review all records required to be maintained. Such monitoring shall consist of, but shall not be limited to inspection at any time of the Provider's food preparation, packaging, and storage areas, and food containers and automotive vehicles used in transporting meals and other food to the program Sites to determine the adequacy of the provider's food handling, cleaning, sanitation, and maintenance practices.

7. Compliance with Civil Rights Act of 1964, Title VI and VII

- A. That there will be no discrimination against any employee or person served on account of race, color, sex, religious background, ancestry, or national origin in its performance of the food service Contract.
- B. That provider shall comply with Title VI of the Civil Rights Act of 1964 (42USA2000d) in regard to persons served, and the regulations issued pursuant thereto (45 CFR, Part 80).

Attachment A, continued

- C. The provider shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 20003) in regard to employees or applicants for employment, and nay regulations issued pursuant thereto.
- D. It is expressly understood that upon receipt of evidence of such discrimination, the Nutrition Program, Alliance for Aging, and the Department of Elder Affairs shall have the right to terminate the food service Agreement.

8. Indemnification

That Provider shall act as an independent contractor and not as an employee of the SPONSOR in operating the aforementioned service. Provider shall be liable and agrees to be liable for and shall indemnify, defend, and hold harmless, the SPONSOR, Alliance for Aging, and the Department of Elder Affairs, for all claims, suits, judgments, or damages arising from, the operation of the aforementioned services during the course of the Agreement, including all costs and reasonable attorney's fees, as specified in Attachment A-1, attached.

9. Bid Specifications

Provider hereby further agrees that all specifications, systems, equipment, supplies, obligations, etc. which are described in the bid package submitted to me on _(Specify Date)_, which are not inconsistent with the specific requirements called for under this Agreement, are hereby incorporated by reference as part of the Agreement as they were specifically set forth.

Attachment A, continued

2. Commodities

- A. It is agreed that any and all commodities received shall inure only to the benefits of the meals purchased under this Agreement and Provider shall keep book and records pertaining to the bonus commodities and their use in the meals for a period of three (3) years from the close of the federal fiscal year, to which they pertain, for inspection and audit by representatives of the Food distribution Office, USDA, Alliance for Aging, Florida Departments of Elder Affairs and/or Children and Families, and the Nutrition Program at any reasonable time and place.
- B. Record Keeping must include:
 - (i.) Meal production records; USDA foods must be distinguished from each other, and from purchased foods.
 - (ii.) Perpetual inventory system recording commodity, date received, date used, transferred or lost, and balance on hand.
 - (iii.) Quarterly physical inventory compared to book balance on hand.
 - (iv.) Book inventory should be kept of foods stored in any other facility and periodically reconciled against a physical count.

3. Bayshore Manor Adult Assisted Living Facility

Pursuant to the "Piggybacking" Procedure specified in the Monroe County Board of County Commissioners Purchasing Policy, October 2000, which provides that other governmental entities may take advantage of the pricing received through a competitively awarded bid, the PROVIDER agrees to sell meals to Bayshore Manor Adult Assisted Living Facility operated by Monroe County at the same unit price as offered to the Nutrition Program.

4. **Attachment A-1**

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**Introduction
to**

**Other Contractors and Subcontractors
Section**

This section of the manual will apply to Vendors and Contractors supplying goods or services to the County which are not in connection with a construction project. The insurance requirements for Agreements/Contracts which supply goods or services associated with construction projects should be governed by the **Construction Contractors** section of this manual. The types and amounts of insurance will be determined based on the type of service or goods provided and the projected payment to the Vendor. The fact that the funds used to pay for the goods or services were obtained from Federal, State, or other grants is not material.

A special matrix of for this section has been developed to assist in the establishment of the proper insurance coverages and limits.

As a general rule, all agreements will include as a minimum:

- Indemnification and Hold Harmless Provisions
- General Insurance Requirements
- Workers' Compensation Provisions
- General Liability Provisions
- and
- Vehicle Liability Provisions

Questions should be directed to Risk Management at (305) 292-4542.

Attachment A-1, Continued

RISK MANAGEMENT POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL

General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

Attachment A-1, Continued

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

Attachment A-1, Continued

Standard Insurance Requirements

As a general rule, all parties will be required to carry, as a minimum:

- Workers' Compensation and Employers' Liability Insurance
- General Liability Insurance
and
- Vehicle Liability Insurance

The required limits will be contingent upon the nature and extent of the project or activity.

A general overview of these coverages and other issues that may assist the user of this manual is provided in the section entitled **Glossary**. (following)

Certificates of Insurance

Verification that the party has obtained the necessary insurance, is usually accomplished by the furnishing of a **Certificate of Insurance**. A Certificate of Insurance summarizes the coverages that are being carried by the insured. It also specifies special provisions, such as Additional Insured. An industry standard form has been developed which is used by numerous insurance companies and agents.

Upon receipt of a Certificate of Insurance, it shall be reviewed to ensure that it includes all required coverages, that the insurance company is acceptable, that it specifically names the Monroe County Board of County Commissioners as an Additional Insured, if required, and that the policy(ies) have not expired. The Certificate shall be filed with the contract documents and reviewed thirty days prior to the expiration date. At that time an updated certificate is required. A copy shall also be forwarded to Risk Management.

General Procedures

The insurance requirements shall be established in conjunction with the development of the project. The "**Schedule of Insurance Requirements**" contained within various sections of this Manual will be used as a basis for the establishment of the coverages that must be provided and must be included in all RFP's. Unless insurance is waived by Risk Management, the "**Insurance Checklist**" will be completed by the County's employee responsible for the project by marking the required coverages with an "X". The form contains instructions for the proposer's insurance agent to review and sign signifying that coverage is in place or will be obtained if awarded the project or contract.

If the project is governed by a contract, the appropriate Insurance Forms will be included as part of the document and an original Certificate of Insurance, approved by Risk Management, is required for execution of the contract.

Requests for a waiver or modification to the insurance requirements must be made in writing, and approved by Risk Management, utilizing the "**Request for Waiver of Insurance Requirements**" form. The reason why the waiver or modification is needed, the extent of coverage that can be provided, and any other pertinent information, such as sole supplier, etc. must be included on the request.

Attachment A-1, Continued

MONROE COUNTY, FLORIDA RISK MANAGEMENT POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL

Glossary

Workers' Compensation and Employers' Liability Insurance provides coverage for employees who suffer an on-the-job injury. Nearly all employers in the State of Florida are required, by statute, to purchase Workers' Compensation. Fines and penalties can be levied upon any firm that fails to comply with the law. **More important, the County can be held responsible for the benefits owed to an employee of a contractor or subcontractor if they fail to maintain Workers' Compensation insurance.** Since Monroe self-insures its workers' compensation exposure, the assumption of another firm's claims could have serious economic impact on the County's budget.

Workers' Compensation Insurance pays for the medical expenses of employees that suffer a job related injury. In addition, the injured employee is entitled to a portion (usually 66%) of his pre-injury wage, subject to a maximum established by the State. Normally, the injury must prevent the employee from working for a period of fourteen days before he can collect any lost wages. A standard Workers' Compensation policy does not have a specific limit and indicates that all statutory benefits will be paid. With few exceptions, benefits are paid without regard to fault and the employer has limited defenses available which will permit a denial of a claim. In return for this right, the employee waives his right to sue his employer under tort (negligence). This is commonly referred to as the "Sole Remedy Provision".

Since the coverage under a Workers' Compensation policy is so broad, most job related injuries are covered under this policy. Occasionally, coverage may not respond to the claim or the employee is successful in circumventing the Sole Remedy Provision. To protect the employer for such cases, most Workers' Compensation policies contain a separate section entitled "**Employers' Liability**". Unlike Compensation coverage, which has no specified limits, Employers' Liability coverage contains a per accident limit and a total policy limit. In addition, a separate limit for disease related claims often applies on a per employee basis.

General Liability Insurance is designed to protect a firm from third party claims for bodily injury and property damage which arise out of the operations of the Organization. Third parties may be members of the public, another Contractor, or the County itself. Limits are usually provided on a per occurrence (accident) basis with a separate annual limit for all occurrences.

There are two broad categories of General Liability Insurance. The first is offered on a "**Claims Made Basis**" and the second is offered on an "**Occurrence Basis**". A Claims Made policy requires that the claim be reported to the insurer during the policy period while an Occurrence policy will respond to an accident that took place during the policy term regardless of when the actual claim was made.

Attachment A-1, Continued

Normally, the County prefers that all General Liability Insurance be provided on an Occurrence Basis. Risk Management should be consulted to assist in the establishment of verification procedures whenever a Contractor provides a Claims Made policy.

Another concern that deserves further discussion is **Contractual Liability**. Some General Liability policies exclude or limit coverage for liabilities assumed under contract. Unless Contractual Liability is provided, coverage for the County may not be available.

Additional Insured is a method of allowing the County to have direct access to the Contractor's insurer in the event they are included in a law suit arising out of the performance of the contract. The County will generally require that they be added as an Additional Insured on all policies except Workers' Compensation.

Vehicle Liability Insurance provides protection for vehicle related claims which are normally excluded from coverage under a General Liability policy. If automobiles will be used in conjunction with the project, Vehicle Liability Insurance will be required.

Limits can be provided in two ways. **Combined Single Limits (CSL)** furnish a single amount of coverage for claims regardless whether they are for bodily injury or property damage. **Split Limits** furnish separate amounts for bodily injury claims and property damage claims. The County prefers CSL.

Umbrella Insurance (Excess Liability Coverage), while not specifically included in the required coverages, is a type of insurance purchased by a firm in an effort to increase the limits of liability on their General and Vehicle Liability coverages. It often increases the Employers Liability limits as well. Frequently an Organization needs or desires higher limits than are traditionally available on primary insurance policies. Umbrella or Excess Liability Insurance fills this void.

Professional Liability provides liability coverage for claims arising out of the furnishing, or the failure to furnish professional services. Such claims are normally excluded from General Liability Insurance.

Miscellaneous Other Coverages contained within this Manual, and not addressed above, can be discussed with Risk Management and further explanations can be obtained if questions or problems arise.

Risk Management is a process designed to reduce losses and minimize the adverse effects of losses that do occur. Risk Management can be viewed in two dimensions: a decision process and a management process.

Risk Management viewed as a decision process includes:

- ✓ The identification of exposure to loss;
- ✓ Evaluating the potential impact of a loss;
- ✓ Reviewing alternative techniques for handling the loss;
- ✓ Selecting the most appropriate technique; and
- ✓ Monitoring the results and making adjustments where needed.

Attachment A-1, Continued

Risk Management viewed as a management process entails four basic functions:

- ✓ Planning what must be done to protect the County against the adverse effects of accidental losses;
- ✓ Organizing personnel and other resources to carry out the results of the planning;
- ✓ Motivate personnel throughout the County to accomplish its goals; and
- ✓ Monitor the results of the program, making adjustments where needed.

Attachment A-1, Continued

MONROE COUNTY, FLORIDA
INSURANCE CHECKLIST
FOR
VENDORS SUBMITTING PROPOSALS
FOR WORK

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign the form and submit it with each proposal.

WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY

| | <u>X</u> | Workers' Compensation | Statutory Limits |
|--------|---------------|---|-------------------------------------|
| WC1 | <u> </u> | Employers Liability | \$100,000/\$500,000/\$100,000 |
| WC2 | <u> </u> | Employers Liability | \$500,000/\$500,000/\$500,000 |
| WC3 | <u> </u> | Employers Liability | \$1,000,000/\$1,000,000/\$1,000,000 |
| WCUSLH | <u> </u> | US Longshoremen & Harbor Workers Act | Same as Employers' Liability |
| WCJA | <u> </u> | Federal Jones Act | Same as Employers' Liability |

INSCKLST

Attachment A-1, Continued

GENERAL LIABILITY

As a minimum, the required general liability coverages will include:

- Premises Operations
- Blanket Contractual
- Expanded Definition of Property Damage
- Products and Completed Operations
- Personal Injury

Required Limits:

| | | |
|-----|-------|--|
| GL1 | _____ | \$100,000 per Person; \$300,000 per Occurrence \$50,000 Property Damage or \$300,000 Combined Single Limit |
| GL2 | _____ | \$250,000 per Person; \$500,000 per Occurrence \$50,000 Property Damage or \$500,000 Combined Single Limit |
| GL3 | _____ | \$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit |
| GL4 | _____ | \$5,000,000 Combined Single Limit |

Required Endorsement:

| | | |
|-------|-------|---|
| GLXCU | _____ | Underground, Explosion and Collapse (XCU) |
| GLLIQ | _____ | Liquor Liability |
| GLS | _____ | Security Services |

All endorsements are required to have the same limits as the basic policy.

INSCKLST

Attachment A-1, Continued

VEHICLE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-owned; and Hired Vehicles

Required Limits:

| | | |
|-----|-------|--|
| VL1 | _____ | \$50,000 per Person; \$100,000 per Occurrence \$25,000 Property Damage or \$100,000 Combined Single Limit |
| VL2 | _____ | \$100,000 per Person; \$300,000 per Occurrence \$50,000 Property Damage or \$300,000 Combined Single Limit |
| VL3 | _____ | \$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit |
| VL4 | _____ | \$5,000,000 Combined Single Limit |

MISCELLANEOUS COVERAGES

| | | | |
|------|-------|------------------------|--|
| BR1 | _____ | Builders' Risk | Limits equal to the completed project. |
| MVC | _____ | Motor Truck Cargo | Limits equal to the maximum value of any one shipment. |
| PRO1 | _____ | Professional Liability | \$ 250,000 per Occurrence/\$ 500,000 Agg. |
| PRO2 | _____ | | \$ 500,000 per Occurrence/\$1,000,000 Agg. |
| PRO3 | _____ | | \$1,000,000 per Occurrence/\$2,000,000 Agg. |
| POL1 | _____ | Pollution Liability | \$ 500,000 per Occurrence/\$1,000,000 Agg. |
| POL2 | _____ | | \$1,000,000 per Occurrence/\$2,000,000 Agg. |
| POL3 | _____ | | \$5,000,000 per Occurrence/\$10,000,000 Agg. |
| ED1 | _____ | Employee Dishonesty | \$ 10,000 |
| ED2 | _____ | | \$100,000 |
| GK1 | _____ | Garage Keepers | \$ 300,000 (\$ 25,000 per Veh) |
| GK2 | _____ | | \$ 500,000 (\$100,000 per Veh) |
| GK3 | _____ | | \$1,000,000 (\$250,000 per Veh) |

INSCKLST

Attachment A-1, Continued

| | | | |
|------|-------|-------------------------|--|
| MED1 | _____ | Medical | \$ 250,000/\$ 750,000 Agg. |
| MED2 | _____ | Professional | \$ 500,000/\$ 1,000,000 Agg. |
| MED3 | _____ | | \$1,000,000/\$ 3,000,000 Agg. |
| MED4 | _____ | | \$5,000,000/\$10,000,000 Agg. |
| IF | _____ | Installation Floater | Maximum value of Equipment Installed |
| VLP1 | _____ | Hazardous | \$ 300,000 (Requires MCS-90) |
| VLP2 | _____ | Cargo | \$ 500,000 (Requires MCS-90) |
| VLP3 | _____ | Transporter | \$1,000,000 (Requires MCS-90) |
| BLL | _____ | Bailee Liab. | Maximum Value of Property |
| HKL1 | _____ | Hangarkeepers | \$ 300,000 |
| HKL2 | _____ | Liability | \$ 500,000 |
| HKL3 | _____ | | \$ 1,000,000 |
| AIR1 | _____ | Aircraft | \$ 1,000,000 |
| AIR2 | _____ | Liability | \$ 5,000,000 |
| AIR3 | _____ | | \$50,000,000 |
| AEO1 | _____ | Architects Errors | \$ 250,000 per Occurrence/\$ 500,000 Agg. |
| AEO2 | _____ | & Omissions | \$ 500,000 per Occurrence/\$1,000,000 Agg. |
| AEO3 | _____ | | \$ 1,000,000 per Occurrence/\$3,000,000 Agg. |
| EO1 | _____ | Engineers Errors | \$ 250,000 per Occurrence/\$ 500,000 Agg. |
| EO2 | _____ | & Omissions | \$ 500,000 per Occurrence/\$1,000,000 Agg. |
| EO3 | _____ | | \$ 1,000,000 per Occurrence/\$3,000,000 Agg. |

INSCKLST

Attachment A-1, Continued

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

| POLICY | DEDUCTIBLES |
|--------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Liability policies are ☐ Occurrence ☐ Claims Made

Insurance Agency

Signature

BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Bidder

Signature

Attachment A-1
INDEMNIFICATION AND HOLD HARMLESS

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

OBJECTIVE and GENERAL PROCEDURES

In recent years, society has seen an increase in the number of lawsuits filed in the court systems. Frequently when a suit is filed, anyone having a connection with the activity, which gave rise to the claim, are named as defendants, regardless of their contribution to the loss. Simple ownership of the property where the accident took place could expose the County to a lengthy and costly legal battle, even though it was not negligent in conducting its affairs.

To reduce the number and cost of such claims, the County attempts to hold the party responsible for the claim accountable for their actions. This is accomplished in two (2) ways.

First, the County requires that all parties doing work for, or on behalf of Monroe County, or utilizing County property provide an **Indemnification and Hold Harmless** agreement in favor of Monroe County. Such an agreement obligates them to protect and pay for any costs which the County might incur arising out of their activities, including providing a defense attorney to the County. Various forms of Indemnification and Hold Harmless agreements may be used, depending on the nature of the activity involved. The individual sections of this manual will specify which agreement is appropriate. All agreements are contained in the section titled Indemnification and Hold Harmless.

Attachment A-1, continued
INDEMNIFICATION AND HOLD HARMLESS

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Indemnification and Hold Harmless
for
Other Contractors and Subcontractors

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of The Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Attachment B
of Contract for Food Service, January 1, 2003

Annexed to and made part of the Agreement terminating December 31, 2003, between the Board of County Commissioners of Monroe County, Florida and (Name of Food Service Provider), providing meals for Older Adults from Congregate Sites in Key West, Big Pine Key, Marathon, and Plantation Key.

Both Parties agree that:

1. Program meal sites may be added or eliminated from this Agreement, as approved by the Nutrition Program and the Alliance for Aging. In addition, levels of service may be increased or decreased during the contract period based on demands for service or reductions in funding.
2. Each meal provided will contain a minimum of one-third (33-1/3%) of the RDA (Recommended Dietary Allowances) for adults aged 51 and older, as established by the Food and Nutrition Board of the National Academy of Sciences -National Research Council. Meal patterns shall comply with Title III-c Standards as noted in Attachment 1, Sample Menu and Attachment 4 Food Specifications, Including Department of Elder Affairs (DOEA) Meal Patterns and Standards, of the Bid Document.

Provider agrees:

1. To submit six- (6) week menu cycles to the Nutrition Program at least six- (6) week prior to the expected date of implementation. Menus shall state portion sizes and fulfilled RDA requirements. Also, to review client eating preferences and to submit for Nutrition Program approval, at least six (6) weeks in advance of adoption, any revision(s) to adjust for seasonal availability of food and for emerging patterns of clientele preference. (Se Attachment 1 of Bid Document, Sample Menu).
2. Provider will observe ethnic, religious, and seasonal preferences for specified foods in consultation with the Nutrition Program Director.
3. Provider must work with the Nutrition Program Director and Nutritional Consultant to update and revise meals and meal procedures to assure acceptable meal content and quality.
4. Site Supplies
 - a. Provider shall provide to each site all supplies to be utilized with meals including, but not limited to:
 - Serving trays, plastic ware, napkins, straws, drinking cups, squat cups, lids, stirrers, sandwich bags, garbage bags, plastic gloves, liquid detergent, and sanitizing agent.
 - b. Such supplies shall be furnished in accordance with Nutrition Program policy.
 - c. Equipment that has been installed by the Provider shall remain the property of the Provider until such time as the agreed upon per meal cost has covered the cost of the equipment. At such time, the Nutrition Program will own the equipment.
 - d. Nutrition Program equipment shall be clearly marked and remain the property of the Program and shall be returned in good condition at the conclusion of the Contract, normal wear and tear excepted.

Attachment B, Continued
of Contract for Food Service, January 1, 2003

5. Provider is responsible to train Nutrition Program personnel in the proper methods of special serving and/or heating and chilling instructions specific to frozen and fresh meals.
6. Provider agrees to supply, as accepted by both parties, low sodium and low calorie therapeutic meals at no extra charge.
7. Provider agrees to notify the Nutrition Program Director of any radical food cost changes.

Monroe County Nutrition Program agrees to:

1. To provide personnel qualified and capable to manage and supervise handling and distribution of meals at project sites in keeping with agreed sanitation standards.
2. To assure the availability of personnel for special instructions by the Provider.

End of Attachment B.

Attachment C
of Contract for Food Service, January 1, 2003

Annexed to and made part of the Agreement terminating December 31, 2003, between the Board of County Commissioners of Monroe County, Florida and (Name of Food Service Provider), providing meals for Older Adults from Congregate Sites in Key West, Big Pine Key, Marathon, and Plantation Key.

COMPONENT PROGRAM/FROZEN-FRESH ENTRÉE AND ACCOMPANYING MEAL COMPONENTS

A. The Provider agrees:

1. To supply approximately 55,590, unitized, pre-portioned entrée-vegetable components, including frozen and fresh meals over the duration of the Contract at a cost of \$ _____ per meal.
2. To supply approximately 55,590 portions of accompanying components (such as bread, butter, milk, dessert, salad, juice) over the duration of the Contract at no additional cost.
3. That all frozen meals must be packaged to allow heating in ovens and/or toaster ovens, and microwave ovens.
4. All frozen and fresh meals must be identified so participants can follow the menu plan. In addition, all packaging must be labeled clearly with printing large enough to be read by people who are visually impaired.
5. Meals delivered by Provider's drivers must be transported in such a manner as to insure receipt at the delivery points to assure proper temperatures for fresh, 41 degrees Fahrenheit or below, and frozen foods, 20 degrees below zero Fahrenheit (as specified in the Florida Administrative Code (FAC), chapter 64E-11, Food Hygiene.
6. Payments will be withheld on all meals including any storage or delivery charges, which do not meet the prescribed requirements as stated in the Nutrition Program Meal Standards, included in Attachment D of the Agreement and/or delivered defrosted or damaged.
7. All condiments and beverages to be included in meal cost quoted.
8. Menus
 - a. To submit for approval at least two-weeks in advance of use, substitutes to be made in the approved frozen/fresh entrée menu.
 - b. A sample of meals to be served shall be provided to the Nutrition Program in such a time frame as to allow the Nutrition Program to test said meals to assure quality control prior to their being served and to replace said meals, if necessary, if quality standards have not been met.

Attachment C, Continued
of Contract for Food Service, January 1, 2003

Both parties agree:

1. That the Nutrition Program is not responsible or liable for loss or breakage of Provider's equipment left at the Sites.
2. Upon delivery of meals to each Site, an authorized representative of the Nutrition Program shall sign a receipt in duplicate evidencing shipment of such goods; one copy is for the driver and one copy to be retained by the Site representative and sent to the Nutrition Program Office.
3. Deliveries will be made weekly on weekdays only.
 - The delivery schedule for each Meal Site is as follows
Plantation Key Site: (Day) and(Time)
Marathon Site: (Day) and(Time)
Big Pine Site: (Day) and(Time)
Key West Site (Day) and(Time)
 - The delivery schedule should be the same every week. The Nutrition Program must approve deviations from the schedule because of special circumstances.
 - Provisions for special deliveries, such as emergency meals, will be determined and agreed upon by the Nutrition Program and the Provider.
 - The Nutrition Program may observe thirteen holidays, when no meals will be served. As such, deliveries are not to be made on weekends or holidays. If circumstances warrant, the Nutrition Program can change this on a case-by-case basis with approval.
4. All frozen meals must be packaged to allow heating in ovens, toaster ovens, and/or microwave ovens.
5. All meals delivered in a defrosted and/or damaged state shall not be paid for by the Nutrition Program, including storage and delivery charges. All meals must be signed for by Nutrition Program Staff or Designee. Damaged or defrosted meals must be so noted on the delivery receipt by the person signing. Meals signed for with no notation will be considered frozen and undamaged and shall therefore be paid for.
6. The Provider shall cover all costs incurred by the Nutrition Program due to unusable food.
7. All such meals must be transported in a manner as to ensure proper temperatures for fresh, 41 degrees Fahrenheit or below, and frozen foods, 20 degrees below zero Fahrenheit.

End of Attachment C.

Attachment D
of Contract for Food Service, January 1, 2003

MONROE COUNTY NUTRITION PROGRAM MEALS STANDARDS

Annexed to and made part of the Agreement terminating December 31, 2003, between the Board of County Commissioners of Monroe County, Florida and (Name of Food Service Provider), providing meals for Older Adults from Congregate Sites in Key West, Big Pine Key, Marathon, and Plantation Key.

- A. The special needs of elders must be considered in all menu planning, food selection, and meal preparation.
- B. Menus approved by Provider, dietitian/nutritional consultant, and Nutrition Program Director shall be submitted to the Nutrition Program Director no later than six (6) weeks prior to service.
- C. Menu changes proposed by Nutrition Program Director will be made as needed to reflect participants' meal acceptance/preference.
- D. The food items within the meat, vegetable and fruits, and dessert groups must be different for the same days of the week, thus providing a variety of food and nutrients.
- E. Project menus must follow the meal pattern set forth below. Each group or its alternate makes a special contribution toward the objective of providing at least one balanced meal daily. (For further details see Attachment 4, Food Specifications, Including Department Of Elder Affairs (DOEA) Meal Patterns And Standards.)

- 1. Meat or Alternate: 3 oz. cooked edible meat serving or its protein equivalent of approximately 3 oz. of cooked edible meat include: 6 ounces of eggs (3 eggs), 3 ounces of cheddar cheese, 6 ounces of cottage cheese (3/4 cup), 7 ounces of cooked dried beans, peas, or lentils (1 1/2 cups), 3 ounces of peanut butter (6 tablespoons).

This applies to mixed dishes, meat-substituted dishes, and casseroles. Examples: Chili (2 ounces beef, 2.5 ounces beans, macaroni, and cheese (3 ounces cheddar cheese), lasagna (1 ounce pork, 2 ounces cottage cheese, 1 ounce cheddar cheese).

- 2. Vegetables/Fruits: 2-4 ounce servings:

Any combination of vegetables or fruits may count toward meeting the 2-4 ounce servings in the "Menu Pattern". The 2-4 ounce servings of vegetables or fruits represent the drained weight of the food. White potatoes, sweet potatoes, pumpkin, squash, dried beans, peas, and lentils may be included in this food group category.

Four ounces (drained weight) of vegetables or fruits must be included in any stew, soup, casserole, gelatin, or other combination dish if it is identified as meeting a "Vegetable/Fruit" serving.

Vegetable or fruit sauces (e.g. tomato sauce on spaghetti) may not be used as a "Vegetable/Fruit" serving. Rice, spaghetti, macaroni, and noodles are not vegetables. A juice or drink, which is not full strength but is Vitamin A or C fortified, cannot be identified as a "Vegetable/Fruit" serving.

3. Bread or Alternate: one serving

All breads, cereals, or baked goods used in this category must be whole-grain, enriched, or restored. Bread and their recommended serving sizes include: 1 slice of bread, 1 roll, 1 muffin or biscuit, 1 sandwich bun, 1 piece of cornbread (2 ½ " by 1 ½");

saltine crackers; 2 graham crackers; 1 tortilla; 1 dumpling

4. Fortified Margarine or Butter: 1 teaspoon with bread or bread substitute. Fortified margarine is used in the "Menu Pattern"

5. Dessert: 1 serving

The serving size of the dessert will depend on the food selected and its contribution to the total nutrient content of the day's menu.

All fruit, full strength juices, pudding, custards, ice cream, sherbet, cake, pie, cookies, an other similar foods are in this group.

6. Milk or Milk Product: 8 fluid ounces or its calcium equivalent.

The 8 oz. serving of fluid milk must be Vitamin A and D fortified, low fat milk. Cheese used in meal preparation cannot be imitation cheese.

FOOD PREPARATION AND DELIVERY

- A. State and local fire, health, sanitation, and safety regulations applicable to the particular types of food preparation and meal delivery system used must be adhered to in all stages of food service operation.
- B. All staff working with the preparation of food shall be under the supervision of a person who will insure the application of hygienic techniques and practices in food handling, preparation, and services.

- C. Tested, quality recipes, adjusted to yield the number of servings needs, must be used to achieve a consistent and desirable quality of meals.
- E. All foods must be prepared and served in a manner, which presents optimum flavor and appearance, while retaining nutrients and food value.

MEAL PLANNING

A. Re: "Special Needs of the Elderly"

- (1) All meals are to be low sodium (to average 1 ½ grams sodium per meal for a given week).
- (2) Requires creativity and adaptability of cooking
 - Use of alternative herbs, seasonings, and salt substitutes.
 - Knowledge of food and condiment content.
- (3) Requires knowledge and assurance from food suppliers.

- A. Menu planning should take into consideration low-sodium and sugar content.
- B. Meals should incorporate seasonal fresh fruits and vegetables when possible within budget requirements. However, pursuant to Nutrition Program policy and bid requirements, fresh fruit must be provided at least three (3) times within the 6-week menu cycle.

MEAL COOKING: For Home-Delivered Meals Only.

All frozen meals whether unitized or packed as separate entrees/vegetables, must be identified so participants can follow the menu plan. In addition all labeling on packaging must be printed clearly with letters large enough to be read by people who are visually impaired.

END OF ATTACHMENT D. AND CONTRACT/AGREEMENT



FOOD SERVICE, INC.

12200 32nd Ct. N. St. Petersburg, FL 33716 (727) 573-2211

October 1, 2004

Ms. Janice Drawing, Director
Monroe County Nutrition Program
5100 College Road
Key West, FL 33040

Dear Ms. Drawing:

~~Subsequent to our conversation last week concerning 05 pricing I have audited~~
our actual expenses as compared to our budgets. The results are distributing
and can be found below.

| | |
|----------------|-----------------------------------|
| Food Costs | 11¢ per meal over budgeted |
| Transportation | 8¢ per meal over budgeted |
| Supply Costs | 7¢ per meal over budgeted |
| Over Head Cost | <u>3¢ per meal under budgeted</u> |
| | 23¢ over budgeted |

The audit figures above reflect the fact that in 03 GA did not request a price adjustment for inflation. If you will recall the volume of the OAA contract coupled with the Bayshore volume exceeded our expectations allowing us to leverage the fixed cost to the benefit of our pricing. Comparing 03 volume to our projection for 04 volumes using the first 8 months as an indicator it appears that while the estimated contractual volume will be achieved the levels experience in 03 will not be achieved in 04.

That said, we have the costs increase of the last two years now leverage against us.

Additionally, the Bayshore Manor contract was piggy backed on the OAA bid and Bayshore consumption of supplies is currently averaging 26¢ per meal while the OAA Program is averaging .09¢ per meal.

Janice if you feel that your volume for the last 4 months of 04 will bring the 04 total to the 03 level I can again recognize the benefit and mitigate some of our increasing cost. (Please find a letter to the Bayshore Director addressing the supply issues)

I will contact you in a few weeks to discuss a financial plan for 05.

Sincerely,

GA Food Service, Inc.



James J. LoBianco
President

Enclosure



FOOD SERVICE, INC.

12200 32nd Ct. N. St. Petersburg, FL 33716 (727) 573-2211

October 13, 2004
Fax: 305-292-4483

Ms. Janice Drewing, Director
Monroe County Nutrition Program
Social Services
1100 Simonton Street
Key West, FL 33040

Dear Ms. Drewing,

This letter will confirm our conversation of today with regards to renewing the Contract for Food Service with the Board of County Commissioners of Monroe County, Florida for January 1, 2005 through December 31, 2005.

The current contract can be extended for another year at a price increase of (5.0%) or (+ \$.14 per meal) increasing the meal cost for January 1, 2005 through December 31, 2005 to \$2.85 per meal, if this is agreeable with the Board of County Commissioners of Monroe County, Florida.

Should you have any questions or comments, do not hesitate to contact this office.

Sincerely,

G.A. Food Service, Inc.



James J. LoBianco
President



FOOD SERVICE, INC.



12200 32nd Ct. N. St. Petersburg, FL 33716 (727) 573-2211

October 13, 2004
Fax: 305-292-4483

Ms. Janice Drewing, Director
Monroe County Nutrition Program
Social Services
1100 Simonton Street
Key West, FL 33040

Dear Ms. Drewing,

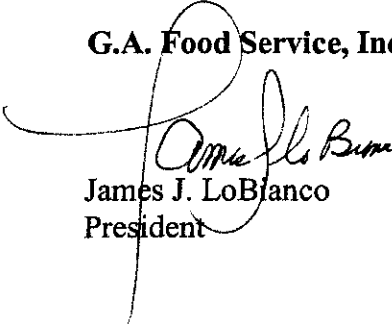
This letter will confirm our conversation of today with regards to renewing the Contract for Food Service with the Board of County Commissioners of Monroe County, Florida for January 1, 2005 through December 31, 2005.

The current contract can be extended for another year at a price increase of (5.0%) if this is agreeable with the Board of County Commissioners of Monroe County, Florida.

Should you have any questions or comments, do not hesitate to contact this office.

Sincerely,

G.A. Food Service, Inc.



James J. LoBianco
President